

**CITY OF NEWTON
PURCHASING DEPARTMENT**

Contract for the Mayor's Office

**PROJECT MANUAL:
AMBULANCE SERVICE
*REQUEST FOR RESPONSE #09-110***

JUNE 2009

David B. Cohen, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

July 1, 2009

ADDENDUM #2

INVITATION FOR BID #09-110

RFR - AMBULANCE SERVICE

THIS ADDENDUM IS TO: (1) Answer the following Questions and provide a copy of the current Service Zone Plan.

Q1. the RFR communication we received references the "ability to implement Newton's service zone plan"... My question is, is there a current Service Zone Plan that you would like us to follow? Or, are you looking for the creation of a plan? If you do have a current Service Zone Plan, may we please receive a copy?

A1. There is a current Service Zone Plan that needs to be followed. The Service Zone Plan is attached to this Addendum.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

City of Newton Purchasing Department
RFR - #09-110 Ambulance Service
Addendum #2

EMS SERVICE ZONE PLAN **APPLICATION**

NEWTON, MASSACHUSETTS



OEMS OFFICIAL USE ONLY

Date Plan Received	Reviewed By	Plan Approved	Plan Returned w/ Recommendations	Plan Updated



Part A

**MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH
OFFICE OF EMERGENCY MEDICAL SERVICES
Service Zone Plan Application**

Application Date:

Local jurisdiction(s) in the service zone: CITY OF NEWTON, MASSACHUSETTS

I, the undersigned, attest that I am duly authorized to complete and sign this application, that I have read this application in its entirety and that the information contained herein is complete, accurate and true, Signed under the pains and penalties of perjury.

Authorized Signature _____

Print Name: Mayor David Cohen

Title: Mayor

Mailing Address: 1000 Commonwealth Ave. Newton, MA.

Name of contact person: Chief Joseph LaCroix

Title: Fire Chief

Email address:

Telephone number: 617-796-2210

Fax number: 617-796-2211

Name of person completing application: SAME AS CONTACT PERSON

Name of person responsible for monitoring compliance of local jurisdiction with the service zone plan: SAME AS CONTACT PERSON

EMS Region: IV Metropolitan Boston Emergency Medical Services Council Inc.

Authorized Regional Council Signature _____

Print Name _____ Title _____ Date _____

If the service zone is comprised of multiple local jurisdictions, the chief municipal official of each local jurisdiction must sign this application: (NOT APPLICABLE)

Part B

Service Zone Planning Process

105 CMR 170.500 (B)(1)-(5): Local jurisdictions must develop service zone plans with input from the following entities, at a minimum: first responder agencies operating in the service zone; EFR agencies, if any; all ambulance services providing primary ambulance response pursuant to provider contracts in the service zone; all other ambulance services operating in the service zone; and health care facilities in the service zone, including hospitals and nursing homes.

1) *Provide a short narrative explaining how the planning and designation process was conducted.* Formal planning and designation was not necessary, the plan as described herein has been in existence for many years. The task of documenting the plan was delegated to the Chief of the Newton Fire Department, who gathered all information with the assistance of the primary ambulance provider. All agencies addressed in the plan were contacted directly to obtain input on their individual components and to confirm the information documented.

2) *Please complete the following table indicating all parties that participated in the Service Zone Planning process.*

CATEGORY	NAME OF ENTITY	CONTACT PERSON	TITLE	PHONE #
Elected local official	City of Newton	David Cohen	Mayor	617-796-1000
Emergency Management	City of Newton Police Department	Jay Moscow	Chief of Police Auxiliary	617-796-2100
Law Enforcement	City of Newton Police Department	Matthew Cummins	Chief of Police	617-796-2101
Current designated primary ambulance service	American Medical Response American Medical Response	Brendan McNiff John Robinson	General Manager Operations Manager	508-650-5513 508-650-5510
Other ambulance services:				
Current designated EMS first response service	City of Newton, Fire Department	Joseph LaCroix	Chief	617-79-2210
Other first responder agencies	Not Applicable			
Hospitals	Newton Wellesley Hospital	Dr. Mark Lemons	Chief of Emerg. Serv.	617-243-6000
	Newton Wellesley Hospital	Dr. Barry Tils	EMS Director	617-243-6193
Other health care facilities/Nursing Homes	Chetwynde Health & Rehabilitation Center	150 Washington Street Newton, MA	617-244-5407	24/7

	Heathwood Nursing 7 Rehabilitation Center	188 Florence Street Newton , Ma	617-332-4730	24/7
	Newton Health Care Center	2101 Washington Street	617-969-4660	24/7
	The Stone Institute	277 Elliot Street Newton, MA	617-527-0023	24/7
	Waban Health & Rehab. Center	20 Kinmonth Street Newton, MA	617-332-8481	
	West Newton Health & Rehab. Center	25 Armory Street Newton, MA	617-969-2300	
Other				

Part C: Section I

Local EMS Performance Standards

105 CMR 170.510(C): Local jurisdictions must set the following EMS performance standards in their service zone plan:

- 1) response time
- 2) staffing requirements
- 3) deployment of resources
- 4) adequate backup
- 5) level of service and level of licensure of designated service zone providers
- 6) medical control
- 7) appropriate health care facility destinations
- 8) any other EMS performance measure on which the local jurisdiction(s) wish to set standards and use as selection criteria for EMS providers

Please indicate your service zone's standards in the spaces provided:

1) Response Time and Level of Service and Licensure of Designated Providers

Type of Provider	Response Time a. Standard in minutes b. Measure (starting point to end point)	<u>Licensure Level</u>
Current designated primary ambulance service: American Medical Response	a. 6 Minutes b. Measure: from time of dispatch to time of arrival on scene	ALS-Paramedic BLS – Basic
Other ambulance services providing primary service: Not Applicable	Not Applicable	Not Applicable
Current designated EMS first response service: Newton Fire Department	4 Minutes	First Responder
Other first responder agencies: Not Applicable	a. 5 Minutes b. Measure: from time of dispatch to time of arrival on scene	Basic Life Support

Part C: Section II

Please indicate what service zone standards are in place for the following:

2) Staffing Requirements

Ambulance Transport;

- The City of Newton operates a two tier EFR system utilizing EMT-basics and EMT-Paramedics provided under contract by AMR
- AMR staffs two Dedicated ALS units and one dedicated BLS unit within the City of Newton. Both ALS units are staffed at the Paramedic levels 24/7 and the BLS unit is staffed with 2 EMT's 12 hours a day.
- The AMR paramedic units based in the zone for interfacility transfers and routine medical transportation are staffed at the Paramedic level. These units operate at the full Paramedic level when backing up to the two dedicated Newton 911 units.

First Responder;

- The Newton Fire Department operates as an FR service.
- The 9 fire apparatus are each staffed with 3-5 firefighters whose level of certification will be first responder at a minimum. However, the staffing configuration is likely to include EMT-Basic; and, may include EMT- Paramedic on some shifts. Providers are technically delivering care at the First Responder level.
- Of the 185 Newton Firefighters, the certification level is as follows: 185 First Responder, 50 EMT-Basic, 0 EMT-Intermediate, and 1 EMT-Paramedic.

3) Deployment of Resources

Ambulance Transport;

- The 3 ambulances dedicated to 911 coverage for Newton are quartered at the Newton Fire Stations located at Craft Street, Willow Street and Commonwealth Ave.
- Also quartered in AMR's Waltham station there are 2 additional ALS units that are used for interfacility transfers and routine medical transportation. Of these 2 additional ALS units, one is staffed 24-hours a day, the others is staffed 12 hrs. a day. .
- 8 ambulances staffed at the BLS levels that are primarily used for interfacility transfers and routine medical transportation are quartered at AMR's Natick location station. These units may be utilized as backup resources within the service zone.
- All calls for 911 emergency responses in the zone are first assigned to the 3 dedicated emergency units. When these resources are committed, the ALS and/or BLS units may be utilized depending upon the nature of the call.
- AMR dispatch operations, using CAD (computer aided dispatch), may also re-deploy available AMR units from neighboring service zones to have additional resources in reserve as the units in the Newton service zone become committed. This is done before they are actually needed, the units are re-deployed in anticipation of additional calls for service.
- Finally, mutual aid resources will be utilized as necessary.

First Responder;

- There are 9 fire companies, either engine or ladder, that are deployed among 6 fire stations throughout the city.
- The closest available first responder company is dispatched to all calls for emergency medical services within the service zone.

Part C: Section II Continued

4) Adequate Backup

- AMR initially provides its own backup utilizing its own additional resources within the service zone as previously described in paragraph 3.
- Resources from AMR's Natick station are 12 miles from the Newton City boundary or as also noted in the deployment plan, these resources may be redeployed from Natick to Newton in anticipation of their need, as the Newton units become committed.
- In the event that only one of the Dedicated Units is available to receive a request for service, AMR shall immediately dispatch back up ambulance service through (CAD) utilizing a non-dedicated unit which shall arrive in the City within fifteen (15) minutes of being dispatched to the City.
- Mutual aid backup may be requested from another private service that maintains garaging facilities within the service zone or from fire department ambulance units in adjacent communities/service zones.

5) Medical Control

- Medical control within the service zone is provided by The Newton Wellesley Hospital. This facilities are acute care hospitals that operate emergency departments on a 24-hour basis, 7-days a week..
- Medical control is both on-line medical direction and off-line medical control that is prospective through credentialing and retrospective through continuing education or skill remediation.
- All ambulance services operating within the service zone maintain written affiliation agreements with at least one hospital in the zone, some maintain agreements with both. The Newton Wellesley Hospital provides medical control in a cooperative manner in accordance with the state designated regional EMS council (Region IV). Depending upon service agreements, providers are either jointly credentialed by the hospital EMS medical directors or by a single medical director at the hospital. Providers practice in accordance with EMS Region IV Council policies and guidelines and state protocols.
- Also in accordance with regional guidelines, The Newton Wellesley Hospital offer M&M (mortality & morbidity) Rounds and ALS providers are required to attend a minimum 8 per year to remain credentialed. M&M Rounds consist of an ambulance run review and didactic lecture.

6) Appropriate Health Care Facility Destinations

- In accordance with all provisions of 105 CMR 170.000 *et. seq.*, ambulance transports resulting from a call for emergency medical services within the services zone are transported to a licensed acute care hospital with 24-hour / 7-day a week emergency department, critical care unit, surgical and all other in-patient and ancillary services. The primary receiving facilities within the service zone is the Newton Wellesley Hospital.
- On occasion, level-one trauma patients may be airlifted from the scene by licensed aero-medical ambulance for direct transport to a tertiary care facility in Boston.
- In the case of a large MCI (multiple casualty incident) that overwhelms the primary receiving facilities, the outlining Hospital may be used as a receiving facility in accordance with the provisions of the service zone disaster plan.

7) Other EMS performance standards established by the service zone

- The service zone standard for emergency medical services operations by a transporting ambulance provider is licensure by the Commonwealth of Massachusetts at the ALS-paramedic level at a minimum. This standard applies to those calls, which are of an emergency nature and where the provider is acting to send the primary or initial responding ambulance to a critical or life threatening emergency. Licensure at the basic life support level by the Commonwealth of Massachusetts is permissible for a service providing EMS backup or other medical transportation within the zone.
- All agencies providing EMS as a primary service or as a backup within the service zone must be compliant with all policies established by the state designated regional EMS council (Region IV), including but not limited to medical control, personnel credentialing and quality assurance.

Part D

EMS Resources

105 CMR 170.510(A): Inventory of resources available in the service zone. *Please complete the following table indicating all EMS providers in the service zone.*

Category	Name of EMS Service	# Vehicles	Contact Person	Title	Phone #
Current designated primary ambulance service	American Medical Response	35	John Robinson	Operations Manager	508-650-5510
Other ambulance services providing primary service	Not Applicable				
Ambulance services providing backup to primary ambulance service:	Watertown Fire Department	1	Mario Orangio	Chief	617-972-6512
	Weston Fire Department	1	David Soar	Chief	781-893-1434
	City of Waltham	2	John Robinson	Operations Manager	508-650-5510
	Town of Wellesley	1	John Robinson	Operations Manager	508-650-5510
	Town of Needham	1	Paul Buckley	Chief	
Current designated EMS first response service	Newton Fire Department	9	Joseph LaCrix	Chief	617-796-2210
Other first responder agencies	N/A				
Other ambulance services with garage locations in service zone	N/A				

Part E

Health Care Facility Resources

105 CMR 170.510 (A)(5): *As part of the inventory of EMS-related services, please complete the following table for all health care facilities with health care capabilities on site within the service zone.*

Type of Facility	Name of Entity	Address/Location	Phone #	Hours	Summary of Capability
All hospitals in service zone	Newton Wellesley Hospital	2014 Washington Street Newton, MA	617-243-6000	24/7	The Newton Wellesley Hospital is a fully accredited acute care medical facility with a 24/7 Emergency Department and ICU/CCU/Surgical capabilities.
Affiliate hospitals	Brigham and Womans Hospital	75 Francis Street Boston, Ma	617-732-5500	24/7	
	Massachusetts General Hospital	1 Fruit Street	617-726-2000	24/7	
Nursing homes	Chetwynde Health & Rehabilitation Center	150 Washington Street Newton, MA	617-244-5407	24/7	75-Bed Nursing Facility
	Heathwood Nursing 7 Rehabilitation Center	188 Florence Street Newton , Ma	617-332-4730	24/7	73-Bed Nursing Facility
	Newton Health Care Center	2101 Washington Street	617-969-4660	24/7	202-Bed Nursing Facility
	The Stone Institute	277 Elliot Street Newton, MA	617-527-0023	24/7	106-Bed Nursing Facility
	Waban Health & Rehab. Center	20 Kinmonth Street Newton, MA	617-332-8481		84-Bed Nursing Facility
	West Newton Health & Rehab. Center	25 Armory Street Newton, MA	617-969-2300		123-Bed Nursing Facility
Assisted living centers	Lasell Village			24/7	Assisted Living Facility
Senior centers	Newton Senior Center	345 Walnut Street	617-796-1660		
Entertainment venues	AMC Chestnut Hill 5	27 Boylston Street	617-277-2500		Cinema

	West Newton Cinema	1296 Washington St	617-964-6060		Cinema
Special events	Boston Marathon	City of Newton	N/A		
Other	Turtle Lane Playhouse	283 Melrose Street	617-244-0169		

Part F

Inventory of Communications Systems

105CMR 170.510(A)(8): *As part of the inventory of EMS-related resources, local jurisdictions need to identify emergency medical dispatch and public safety answering points (PSAPs).*

Name & Address of Primary PSAP Center (the main emergency call receiving center).

City of Newton 911 Center		
PSAP Operation by: 911 center		
Center Operations Manager: Captain Paul Anastasia		
Business Phone Number: 617-796-2100	Business Fax Number:	
Does the PSAP have the ability to confirm an EMS response? Yes		
Number of dispatchers/call takers per shift	Dispatchers trained in EMD	EMD System in Use at PSAP
Day: 4 Evening: 3 Overnight: 3	Yes	First Priority

Name & Address of Secondary PSAP Center

City of Waltham 911 Center		
PSAP Operation by: 911 center		
Center Operations Manager: Leslie Carol		
Business Phone Number: 781-314-2636	Business Fax Number: 781-314-3634	
Does the PSAP have the ability to confirm an EMS response? Yes		
Number of dispatchers/call takers per shift	Dispatchers trained in EMD	EMD System in Use at PSAP
Day 4 Evening: 4 Overnight: 4	All(20)	Advanced Medical Priority Dispatch System V11.1

ADDITIONAL COMMUNICATIONS RESOURCE

Not a PSAP within service zone, functions to coordinate EMS units, re-deploy backup resources and for data collection through CAD system

AMR Communications Operation Center - Natick		
PSAP Operation by: American Medical Response		
Center Operations Manager: Jeff Marani		
Business Phone Number: 508-650-5504		
Business Fax Number: 508-647-8889		
Does this center have the ability to confirm an EMS response? YES		
Number of dispatchers/call takers per shift	Dispatchers trained in EMD	EMD System in Use at PSAP
Day: 17 Evening: 14 Overnight: 6	All	Yes (APCO)

Part G

Medical Control Plan

105CMR 170.510 (G): Local jurisdictions need to include a plan for medical control. At a minimum, this will consist of tracking current affiliation agreements, consistent with 105 CMR 170.300 for each ALS level EMS service providing primary ambulance response or EFR response (if any) operating in the service zone. If there are services operating in the service zone at the BLS level only, the service zone may want to track memoranda of agreement with hospitals for medication administration oversight as well.

Please list each affiliate hospital(s) and medical director(s) who has authority over the clinical and patient care aspect of the affiliated EMS service.

Name of Provider	Name of Hospital Providing Medical Control in the Service Zone	Name of Medical Director	Contact Phone #
American Medical Response	Newton Wellesley Hospital	Dr. Barry Tils	617-243-6000
	Caritas ST. Elizabeth's Medical center	Dr. Sush Prusty	781-264-1831
Newton Fire Department (1 st Responder Epi-pen agreement)	Newton Wellesley Hospital	Dr. Barry Tils	617-243-6000

Part G

Operational Plan for EMS Response

105 CMR 170.510 (H): Submit operation plan for coordinating the use of all EMS resources - primary ambulance service; designated EMS first response (EFR) services, if any; first responder agencies: ambulance services with private provider contracts; primary ALS service, if any, in the service zone. The operational plan must (a) explain how EMS resources are to be used; and (b) how the service zone shall ensure the response of the closest appropriate available EMS resources.

Pursuant to 170.510, the Operational Plan may not include criteria for notification and dispatch of a designated EFR service to health care facilities licensed by the Department, and where there is a licensed health care professional 24 hours per day, seven days per week, and where there is a provider contract in place to provide primary ambulance response.

1. OPERATIONAL PLAN FOR COORDINATION OF FIRST RESPONSE SERVICES

- 1.1 Dispatch and response of units from primary (EFR) emergency first responder service.
 - 1.1.1 Upon receipt of a call for emergency medical services, the PSAP forwards the call to the fire department dispatch operations. The closest Fire unit is dispatched to the call location.
 - 1.1.2 As noted previously in Part C, section II, there are 9 fire companies, either engine or ladder, that are deployed among 6 fire stations throughout the city. One of these companies responds to provide emergency care unit arrival of the ambulance.
- 1.2 Dispatch and response of other first responder units in the zone.
 - 1.2.1 There are no other EFR units based in the zone other than Newton Fire Department.
 - 1.2.2 The Newton Police Department will respond to EMS incidents as needed to provide for traffic control and scene safety.
- 1.3 Coordination with on-site first responder providers in the zone.
 - 1.3.1 EMD personnel at the PSAP may be in contact with medical personnel at the scene such as industrial or school nurses, coaches, trainers or a VNA provider at a home. Information obtained from these providers will be used to update responding Fire and ambulance units and may be used to determine the type of response and number of units required at the scene.

Part G (Continued)

Operational Plan for EMS Response

2. OPERATIONAL PLAN FOR DISPATCH AND RESPONSE OF EMS TRANSPORT SERVICES

2.1 Dispatch and response of units from primary ambulance service.

- 2.1.1 Upon receipt of a call for emergency medical services, the PSAP forwards the call to the fire department dispatch operations. In addition to dispatching the closest Fire unit, an ambulance is dispatched from the Sire Station in Newton.
- 2.1.2 As noted in Part C, section II, there are 3 ambulances dedicated to 911 coverage for Newton which are quartered at the Newton Fire Station located Craft Street, Willow Street and Commonwealth Ave.
- 2.1.3 The Fire Department dispatches the ambulances via radio alert tone and broadcast or may communicate with the ambulance directly on the Fire Department frequency if the ambulance is on the air.
- 2.1.4 Once dispatched, AMR ambulances that were in quarters sign on with the Fire Department dispatch on the fire frequency and also sign on with the AMR dispatch operations center on the AMR frequency. Depending upon the nature and location of the call, other AMR units that are on the road and in service may also be diverted to the call as needed.

2.2 Operations by ambulance services contracted to facilities in the zone.

- 2.2.1 Emergent patients.
 - 2.2.1.1 Facilities that maintain a contract with the primary ambulance service in the zone will have a response to emergent patients by one of the units dedicated to emergency 911 coverage in the city.
 - 2.2.1.2 Facilities that maintain a contract with ambulance services other than the primary service will have an emergency response from their contracted service. If the contracted service does not have a unit available for an appropriate level response within an appropriate time per zone standards, they will request a response from the primary service.
- 2.2.2 Interfacility transfers, urgent
 - 2.2.2.1 Healthcare facilities within the zone that require an urgent interfacility transfer will request a response from their contracted ambulance service. Interfacility transfers will be accomplished in accordance with applicable state regulations and administrative requirements in regards to staffing levels, medications and procedures and the need for facility staff to accompany the patient
 - 2.2.2.2 Hospitals within the zone will also request aero-medical transport of patients to a tertiary care facility as necessary.
- 2.2.3 Routine medical transportation.

Routine scheduled medical transportation in the zone is accomplished by private ambulance services contracted to facilities.

Part G (Continued)

- 2.3 Utilization of mutual aid / backup services
 - 2.3.1 As noted in Part C, section II, AMR, the primary ambulance service, provides its own backup utilizing its own additional resources that are garaged within the service zone.
 - 2.3.1.1 The initial in-house resources would include the 2 additional ALS and 1 BLS units that are staffed 24/7. We also use AMR's non dedicated resources which are normally utilized for scheduled, or routine medical transportation.
 - 2.3.1.2 If the aforementioned in-house resources are committed or unavailable during off-hours, resources from AMR's Natick & Waltham stations which are typically posted throughout the Newton area per AMR's posting plan may be utilized. As noted earlier in the deployment plan, these resources may have already been redeployed from Natick to Newton for coverage, in anticipation of their need when the Newton units became committed.
 - 2.3.2 Mutual aid backup may also be requested from another private service that maintains garaging facilities within the service zone or from fire department ambulance units in adjacent communities/service zones.
- 2.4 Criteria for determining closest appropriate emergency resources
 - 2.4.1 Patient condition as determined by EMD personnel will determine the priority of the EMS response.
 - 2.4.1.1 Calls of an emergent nature will be assigned the closest EFR unit from one of the 6 fire stations geographically distributed within the city.
 - 2.4.1.2 One of the 3 dedicated 911 units quartered at the AMR Newton station will be assigned to emergency calls.
 - 2.4.1.3 AMR units on the road or located at posting locations within the city may also be assigned to a call if it means that response time will be reduced for a call of an critical/emergent nature.
 - 2.4.2 EMS capabilities present on scene
 - 2.4.2.1 The number of units assigned to a call may be reduced if there are EMS capabilities on scene, such as nursing or other healthcare providers, who determine that the patient's condition is stable or not of an emergent nature.
 - 2.4.3 EFR units out of quarters but in service or unoccupied ambulances in transit will always be utilized for an emergent response if they are the closest units to a call location.

Part H

Operational Plan for EMS Response

105 CMR 170.510(H): Submit operation plan for coordinating the use of all EMS resources – primary ambulance service; designated EMS first response (EFR) services, if any; first responder agencies; ambulance services with private provider contracts; primary ALS service, if any -- in the service zone. The operational plan must a) explain how EMS resources are to be used and b) how the service zone shall ensure the response of the closest appropriate available EMS resources. Please attach copies of service zone agreements between the primary ambulance service and each ambulance service, if any that has a provider contract for primary ambulance response (i.e., emergency response) on a regular basis in the service zone.

Pursuant to 170.510, the Operational Plan may not include criteria for notification and dispatch of a designated EFR service to health care facilities licensed by the Department, and where there is a licensed health care professional 24 hours per day, seven days per week, and where there is a provider contract in place to provide primary ambulance response.

NOTE:

- 1) Please remember that once this application has been completed, it must submit it to your EMS regional council for evaluation. A contact list for EMS regional councils is attached.**
- 2) If the service zone has an existing plan that satisfies the information requested in this section regarding how EMS is provided in the service zone, please attach to this application.**

For updates on this application, please log onto the OEMS website at www.state.ma.us/dph/oems

The plan of operation for coordinating the use of all EMS resources within the service zone (City of Newton, MA) is centered on this local jurisdiction's committed goal to provide optimal emergency medical services to all persons requesting and/or requiring such services. The EMS resources of the service zone are as well available as necessary and appropriate in times of regional and/or state mass casualty incidents and disasters.

The objectives of the plan are to utilize all available EMS resources to the most effective and efficient levels in order to achieve the stated goal of the operational plan, and to maintain a multi-faceted approach to system review and maintenance in order to provide for quality assurance and continuous quality improvement.

The plan of EMS response within the service zone will begin upon notification of either the Primary PSAP or the Alternate PSAP of a real or potential medically-related

emergency. The receiving PSAP will record and disseminate the information and deploy the appropriate resources as outlined in Part C, Section IIB of this Service Zone Plan. The local performance standards of response outlined in Part C, Section 1 of the Service Zone Plan are to be met, utilizing either primary staffing as outlined in Part C, Section 11A, and/or backup as outlined in Part C, Section IIC. Medical control, QA/QI, system review and compliance of standards will be realized as outlined in Part C, Section IID as well as in attached documentation. Statistics on the number of annual responses and transports within the service zone will be kept as a public record available for review and used as a tool for continuous system improvement.

Part J

Procedures for Delivery of Trip Records and Unprotected Exposure Forms

105 CMR 170.510(J): Explain the procedures the service zone will require for coordinate getting required EMS call documentation – trip records and, when applicable, unprotected exposure forms – to receiving health care facilities.

Under 105 CMR 170.345(C) of the EMS regulations, EMTs who transport the patient to the hospital deliver the trip record and any unprotected exposure forms directly to the hospital with the patient or as soon as practicable thereafter. However, those EMS personnel who are at the scene but do not transport the patients still need to prepare trip records and, when the circumstances apply, unprotected exposure form(s), and get these to the hospital timely. How they do that – how submission of all EMS responders’ paperwork to the receiving hospital gets coordinated – is in accordance with procedures set out in the service zone plan.

The City of Newton will maintain full compliance with 105 CMR 170.345 (C) in that EMS personnel at the scene who are not transporting the patient shall keep the original trip record to be filed with the records archive of the American Medical Response, and ensure that a copy of such trip record is timely delivered via fax or by hand/in person to the health care facility’s Emergency Department and/or Medical Records Department to which the patient is transported.

The EMT’s on the transporting ambulance shall leave a copy of the trip record at the receiving health care facility with the patient at the time of transport, and shall also timely submit via fax or by hand/in person any addendum or other trip record (s) pertinent to patient care to the receiving health care facility’s Emergency Department and/or Medical Records Department.

EMS personnel at the scene who are not transporting the patient shall ensure that an unprotected exposure form, as defined in 105 CMR 172.001, when appropriate, is timely delivered via fax or by hand/in person to the receiving health care facility’s Emergency Department and/or Medical Records Department. The EMT’s on the transporting ambulance shall also submit via fax or by hand/in person an unprotected exposure form, as appropriate, to the receiving health care facility’s Emergency Department and/or Medical Records Department.

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

June 16, 2009

ADDENDUM #1

INVITATION FOR BID #09-110

RFR - AMBULANCE SERVICE

THIS ADDENDUM IS TO: **Change the date of Questions Submitted:**

Questions Submitted date is changed to: June 29, 2009 at 12:00 p.m.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

July 1, 2009

ADDENDUM #2

INVITATION FOR BID #09-110

RFR - AMBULANCE SERVICE

THIS ADDENDUM IS TO: (1) Answer the following Questions and
(2) Provide a copy of the current Service Zone Plan under Addendum #2A
on our website:

Q1. the RFR communication we received references the "ability to implement Newton's service zone plan"... My question is, is there a current Service Zone Plan that you would like us to follow? Or, are you looking for the creation of a plan? If you do have a current Service Zone Plan, may we please receive a copy?

A1. There is a current Service Zone Plan that needs to be followed. The Service Zone Plan can be downloaded off of the City's website under Addenda #2A for this RFR.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

**CITY OF NEWTON
Purchasing Department
Request for Response
Emergency Ambulance Service Contract**

Mayor Cohen will consider proposals to provide the City of Newton, Massachusetts with an Emergency Ambulance Service **contract of not more than three years' duration, from January 1, 2010.**

Solicitation of a contract for ambulance service is an exempt transaction from advertising and procurement requirements of MGL Ch. 30B; this is not a publicly advertised solicitation and therefore no prescribed format is required for the City to follow when soliciting this business.

The City will determine from the responses received which provider can best ensure that properly trained and certified personnel will provide timely emergency medical care to patients at the scene of their illness or injury, and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe and clean vehicles, and provide the most reliable, safe and effective services to those served.

Accordingly, the City will consider responses only from firms who meet all of the following criteria:

- (a) currently licensed by the Commonwealth of Massachusetts to operate an ambulance service providing services at the Paramedic Level pursuant to 105 CMR 170.295 (B);
- (b) currently holding at least two municipal contracts to provide ALS and BLS emergency response in OEMS Regions III, IV or V.
- (c) minimum of five (5) years corporate experience in the operation of an ambulance service without any license suspension, revocation, or refusal to renew by the Commonwealth of Massachusetts;

- (d) minimum of two (2) years corporate experience without any bankruptcy proceedings or filings.

Please note the City's current Emergency Ambulance provider is being invited to submit a response to this RFR. The current Contract expires June 30, 2009, but has been extended for a period of six months until December 31, 2009.

Each party is being provided with a copy of the present contract for Emergency Ambulance Service in Newton (please reference Attachment - A, enclosed). The City expects **ALL** levels of service, and the terms and conditions in the present Contract, to be duplicated in the new Contract, as minimum requirements for service, with the modifications noted herein. City of Newton does not pay a subsidy for Emergency Ambulance Service under the current contract.

The focus at this point in the solicitation process is to ascertain offers of various providers, which are *above and beyond* the present level of service. The City then anticipates requiring a meeting with selected respondents to clarify items in their response to this RFR. After this is concluded, firms will be short-listed by the Mayor, with another round of information exchange and further reviews to occur. The City will issue a detailed statement in the later round, with expected modifications to go into the new Contract, for the consideration of finalists.

The goal of the City presently is that the Mayor would award a new Emergency Ambulance Service Contract by October 1, 2009, for service to begin on January 1, 2010.

Questions and final response materials are to be sent to:

Re Cappoli, Chief Procurement Officer
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459
Phone: 617-796-1220
purchasing@newtonma.gov

Kindly have response materials delivered to the above by **9:30 a.m., July 16, 2009**. Mark the outside of the envelope as follows: RFR #09-110 Emergency Ambulance Service.

During this solicitation, the Chief Procurement Officer shall be the single point of contact for the City, and for each respondent, a person they shall each designate; communication between parties other than the Chief Procurement Officer and the person designated by any respondent, shall have no bearing on the deliberations of the City during this process. All response materials received will be held as confidential by the Chief Procurement Officer and distributed only to designated City reviewers.

Time Line:

RFR Release Date: **June 11, 2009 at 10:00 a.m.**

Questions submitted: **June 21, 2009 at 12:00 p.m.**

RFR Due Date: **July 16, 2009 at 9:30 a.m.**

Service Requirements:

The City of Newton encompasses approximately 40,000 residential housing units, and 2,700 business enterprises, some of whom are major employers, and some who attract many visitors here daily. Newton is home to Lasell College, Mt. Ida College and Boston College and is bisected by major state and interstate highways carrying high traffic counts. Therefore, while census figures establish Newton's population at just over 84,000 persons, the service requirements of the City exceeds our "population" most days during the year.

Demographic information also indicates Newton's elder population is a larger percentage of total residents than most other communities in our area. In addition, Newton is now home to four assisted living facilities. We estimate call volume will be in the range of 6,000 provider runs annually. Ambulance run counts from the current provider were verified as a generally accurate record by Newton's Fire Chief and Chief of Police. Please note that our estimate represents runs to be dispatched by the provider, (NOT actual transports to hospital), and that calls for service from Newton now include "E911" landline calls to the City PSAP, priority level calls made to the ambulance provider directly, calls to "business" lines at Newton Police and Fire transferred to the Provider, and a growing number of emergency calls placed from cellular phones.

Responding to this Request for Response:

Your response to this RFR is expected to address each of the following, as it pertains to your plan of service for Emergency Ambulance Service in the City of Newton, and with information concerning the firm providing service under similar municipal contracts elsewhere in Massachusetts:

1. Include a transmittal letter cover page, with contact information for one individual in the company who will be designated to represent the firm concerning this solicitation.
2. Provide a narrative of not more than ten pages in length, describing changes proposed to levels of service or contract conditions under a new Emergency Ambulance Service Contract for Newton, as enhancements **above and beyond** current Contract requirements. In particular, discuss in detail the following:
 - a. whether a third 24-hour BLS ambulance would be provided;
 - b. demonstrate how back up will be provided when the need for additional units becomes necessary. Address where available primary and secondary back-up assets are located, as well as any agreements with private vendors to provide back-up service. Outline a detailed plan how back-up for all sectors of the City will be carried out.
 - c. ability to implement Newton's service zone plan.

Emphasis shall be on writing up requirements specific to Newton, not about work carried out elsewhere.

On additional pages, please address or answer the following:

3. List all your current municipal emergency ambulance contracts in Massachusetts ONLY. Provide for each municipal contract the following information:
 - a. term of current contract award to maximum option date, with dates of service if such work was provided in the same community under any previous contract/s;
 - b. contact information for the person in the city/town who most regularly supervises work in that municipality and is most familiar with your current operations there;
 - c. dispatched call volume for each of the TWO most recent complete 12-month periods (call numbers as dispatched, which will be larger than actual transports to hospitals);
 - d. summarize types of insurance coverages and coverage limits furnished to the municipality under other Massachusetts municipal service contract/s.
4. For emergency calls made during the period 1/1/2008 to 12/31/2008, provide the name of the Emergency service location, in a Massachusetts OEMS Region III, IV, or V hospital, which accepted the greatest number of ALS patients transported by your company during that period. DO NOT include inter-hospital transfer work or nursing home transfer calls in giving this response.
5. Do you have GPS/AVL tracking capability for your vehicles in the field, as presently in service to any municipal emergency service contract? Is this GPS tracking data provided to any municipal dispatching facility, if at all? Do your vehicles also have a GPS navigational device such as Garmin, Tom-Tom, or the like?
6. The City will expect the selected provider to assign one individual of significant operational experience, decision-making and supervisory capacity in the firm, who will be conveniently available and responsive on a daily basis as the "primary representative" assigned to the City of Newton Emergency Service contract. This individual would be responsible for general operational oversight of the service, liaison with City administration, public safety agencies and Emergency Management personnel, attendance at oversight committee meetings, emergency preparedness drills, review of billing matters, general problem resolution and other matters relating to daily performance of the Provider. This individual will be expected to work closely with Fire, Police, School, and Health Department staff on a day-to-day basis as situations arise.

Designate the name of such field supervisor-in-chief in your response materials, whom you agree to commit to assign to the Newton contract, and provide a resume. Be prepared for this individual to be available and actively participate during Newton's solicitation process.

7. The City of Newton will require the selected provider to maintain its ability to communicate with the City's 911 Dispatch Center by telephone and two-way radio, both at its principal place of business and the site where its vehicles are garaged in the City. The selected provider must maintain two-way radios in the ambulance so as to be able to communicate with the City's 911 Dispatch Center, Fire and Police personnel, as well as C-Med at all times. While vehicles shall be so equipped with two-way radio communications as mentioned above in fixed mobile units, additionally each unit shall be equipped with two (2) portable radios and at least one cellphone to communicate with the 911 Dispatch Center when the personnel are not in the vehicle. In addition, all backup units shall be equipped with some means of communicating with the City's 911 Dispatch Center. The selected provider shall make necessary arrangements for a direct telephone to be installed at the provider's expense between the City's 911 Dispatch Center and the providers Dispatcher. It shall be the responsibility of the selected provider to take any steps and procedures necessary to ensure optimum speed and efficiency in response between its personnel and equipment in the coordination of information/dispatches with the City's 911 Dispatch Center.

8. Indicate your ability to provide the following additional services to the City:

- a. Transport to area hospitals without charge to the patient or the City, any employee of the City injured within the City in the course of employment.
- b. Provision of a non-dedicated ambulance for all City-sponsored functions, such as the Fourth of July celebration and other special events, as requested.
- c. Assist in EMS Training for Fire, Police, and 911 Dispatchers, including CPR training.
- d. Maintain all existing defibrillator equipment owned or operated by the City and replace all machines that need updating for the City. The provider shall also train designated City personnel in the proper care and use of Automatic External Defibrillators (AEDs) and provide all semi automatic defibrillator (S.A.E.D) training and retraining that is required to maintain certification for all Newton Fire and Police personnel so designated.
- e. Attend emergency preparedness training sessions, tabletop exercises, drills, etc.

NOTE: A full check of references will be one element of a review of "quality of service", which will be only with firms selected to the second round of information exchange, after the short-list process described in the above.

Responses due no later than **9:30 a.m., July 16, 2009**

Kindly have response materials delivered to:

Purchasing Department
Newton City Hall, 2nd Floor
1000 Commonwealth Avenue
Newton, MA 02459

and submitted as **TWO unbound originals and an additional FOUR copies**, all of which may be bound.

PLEASE MARK ENVELOPES as follows:

“RFR #09-110 Ambulance Service”

ATTACHMENT - A
CURRENT CITY - CONTRACTOR AGREEMENT

**AGREEMENT TO PROVIDE
EMERGENCY AMBULANCE SERVICE**

Agreement ("Agreement") dated July 1, 2006, by and between American Medical Response of Massachusetts, Inc., ("AMR"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 4 Tech Circle, Natick, Massachusetts 01760, and the City of Newton ("City"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, but without personal liability to either of them, is hereby amended further:

Whereas, the City requires a highly effective comprehensive system of Basic Life Support and Advanced Life Support emergency services for its citizens; and

Whereas, AMR is capable of providing such services;

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Equipment

1.10 Scope of this Contract

AMR shall provide emergency ambulance service to the City in accordance with this Agreement.

1.20 Advanced Life Support

AMR shall provide two (2) fully equipped Class I Modular Type III ambulances that meet the requirements of G.L. c. 111C and the regulations thereunder pertaining to Class I ambulances and Advanced Life Support Services. The Advanced Life Support (ALS) units shall provide primary and dedicated service. Each dedicated vehicle shall contain all the equipment required for a Class I vehicle under General Laws c. 111C and the accompanying regulations for a vehicle that provides Advanced Life Support Services and is staffed by Paramedics, as well as any equipment the City deems essential for providing Advanced Life Support Services. Each dedicated vehicle shall be staffed by two paramedics. Each dedicated vehicle shall have a portable hand held radio and a two-way radio capable of transmitting and receiving messages over the Newton Police BAPERN radio system as well as the Newton Fire Department radio system. Each dedicated vehicle shall also have a C-Med radio capable of receiving medical information from and transmitting medical information to the Emergency Department of Newton-Wellesley Hospital or any other medical receiving facility. The Fire Chief shall enter into mutual aid

agreements to provide back up for each dedicated vehicle. AMR shall operate the two ALS units on a twenty-four (24) hour day, seven (7) days a week, fifty-two (52) weeks a year basis.

1.30 Basic Life Support

AMR shall provide and maintain one (1) fully equipped Class I Type II Basic Life Support (BLS) unit to provide primary and dedicated service. The BLS vehicle will have defibrillation equipment. AMR shall provide back-up units as available in the event of simultaneous calls exceeding the number of dedicated units or mass casualty incidents. Any back-up unit shall meet, at a minimum, all the requirements for a BLS vehicle. To enhance the system's back-up capabilities, AMR will provide any resources at its disposal that may assist the City in developing Mutual Aid response plans with neighboring communities. The location of the BLS unit shall be determined by the parties.

AMR shall operate the BLS unit 52 weeks a year, 84 hours per week, twelve hours per day, with the daily schedule as agreed upon by the parties.

1.40 Maintenance

All vehicles provided to the City under this Agreement shall be maintained in good working order and shall be fully equipped at all times. AMR shall provide a comparable Class I vehicle as a substitute for any dedicated vehicle being maintained or undergoing repair. All vehicles must be registered, display a valid inspection sticker at all times and must be certified as a Class I ambulance.

1.50 Age of Vehicles

At the start of this Agreement, AMR shall provide three (3) dedicated vehicles in accordance with the provisions of Sections 1.20 and 1.30. No vehicle may be used to provide emergency service on a regular or substitute basis which has been in service for more than three (3) years or on a back up basis which has been in service for more than five (5) years. Vehicles used on a substitute basis shall be of the same Type as the dedicated vehicle being replaced. Upon request, the Fire Chief or his designee may approve the use of a substitute or back up vehicle of a different Type or age than specified in this section.

1.60 Logo

All dedicated vehicles provided to the City under this Agreement shall bear a distinctive logo and lettering to indicate that the vehicle is providing

emergency ambulance service to the City. Prior to use, this logo must be approved by the Fire Chief, which approval must not be unreasonably withheld.

1.70 Use of Vehicles

The one (1) dedicated Basic Life Support vehicle and the two (2) dedicated Advanced Life Support vehicles provided to the City under this Agreement shall be used exclusively to provide emergency services for the City. Upon the request of the Fire Chief or his designee, AMR shall station some or both of said vehicles at public gatherings whenever the Chief determines that said vehicles are necessary for public safety. These dedicated vehicles may not be used to perform private non-emergency work for AMR inside or outside the City.

1.80 Inspection

The City shall have the right to inspect all equipment and vehicles used to perform emergency services for the City. All vehicles and equipment must conform to all applicable State, Federal and local laws, statutes, ordinances, rules and regulations now in effect or enacted at any time during the term of this Agreement. In the event that AMR incurs additional costs to comply with such laws, statutes, ordinances, rules and regulations, AMR shall be responsible for the full amount of such costs.

II. Garaging

- 2.10 The City shall provide garaging with adequate crew quarter provisions for the two ALS dedicated vehicles. The location of the garaging facility or facilities shall be at the direction of the Fire Chief with consultation from AMR, provided, however, that the City shall give AMR not less than thirty (30) days advance notice before changing the location of the garaging facility or facilities. AMR shall, at its option, provide its own insurance covering property located at a garage facility owned by the City. The third vehicle shall be housed during non-operating hours at a location at the discretion of AMR.

III. Mutual Aid Agreements

- 3.10 The Fire Chief shall enter into appropriate mutual aid agreements to provide a back up response. These mutual aid agreements should provide the City with the ability to respond to a mass casualty or a disaster.

IV. Personnel

- 4.10 All Emergency Medical Technicians and Paramedics performing services for the City under this Agreement shall have the initial and supplemental training required by G.L. c. 111C and the regulations thereunder and must be certified by the Massachusetts Department of Health. Paramedics and Emergency Medical Technicians assigned to these units shall be certified by the Newton Fire Department Selection Committee. All back up Emergency Medical Technicians and Paramedics who may be called into service shall also be certified by the committee and put on a separate standby list. All Emergency Medical Technicians and Paramedics providing regular services for the City under this Agreement shall participate in the in-service training programs run by the Newton-Wellesley Hospital and participate in emergency and disaster drills conducted by the City Police and Fire Departments. All AMR personnel who may be performing services for the City under this Agreement, including AMR dispatchers and Police clerk/dispatchers, shall be trained in proper radio procedures, ALS/BLS dispatching and "Telephone-Triage" protocol.
- 4.20 Before an Emergency Medical Technician or Paramedic may be assigned to provide emergency services for the City on a regular or substitute basis, the Fire Chief, or his designate, must give his written approval to the assignment of that Emergency Medical Technician or Paramedic. A primary selection committee will be formed by the Chief to review each candidate. The committee will include one (1) member of the Newton Fire Department EMS Committee, one (1) member of AMR and the Chief of Operations for the Newton Fire Department.
- 4.30 AMR shall assign sufficient Emergency Medical Technicians and Paramedics to provide the emergency services required under this Agreement.
- 4.40 At any time the Fire Chief may request in writing that AMR reassign an employee currently providing emergency services to the City. Upon receipt of such request, AMR shall immediately reassign that employee.
- 4.50 AMR agrees to train and recertify Newton's police and fire officers in CPR and as First Responders, if requested by the Fire Chief. AMR shall also provide training in use of defibrillation equipment to Newton's First Responders. A complete EMT-Basic Training Program shall be offered by AMR at locations designated by AMR to improve availability of trained individuals for the Newton EMS System and to enhance public awareness of the System. Enrollment in this program shall be at no cost to the citizens of the City. If the City subsequently wishes AMR to offer additional EMT-B Training Programs at a location designated by the City, the company shall do so for a service fee of \$9,500 per program. AMR

shall permit police and fire officers to attend any EMT continuing education class offered by it at no cost to the City. The City shall work with AMR to schedule all training sessions in a reasonable and expeditious manner.

V. Response Time

- 5.10 All Emergency Medical Technicians and Paramedics providing emergency services for the City under this Agreement shall be familiar with Newton streets. It is the intention of the parties to improve the response times. It is the parties' intention that the goal for the primary service shall be 6 minutes 85 % of the time and shall not exceed 9 minutes. The goal for response time for the back up service shall be 7 minutes 85% of the time and shall not exceed 10 minutes. For any response time over 9 minutes, AMR shall submit a report to the Fire Chief within 24 hours of the incident. For any response times of between 6 and 9 minutes for primary units and 7 and 10 minutes for back up units, a report shall be submitted monthly to the Chief and Medical Director. Every month a report of the preceding months response times shall be submitted to the Fire Chief and Medical Director. Response time shall be the period from the time of dispatch to the time of arrival on the scene.

VI. System Operation

- 6.10 The Emergency System shall work as follows: Upon receipt of a call requesting emergency service, the Dispatcher shall dispatch a First Responder, (a police or fire vehicle) to the scene. This First Responder will provide immediate life support services while awaiting arrival of the ambulance. At the same time the Dispatcher shall triage the call using established protocols approved by the City in consultation with the Newton-Wellesley Hospital and shall dispatch the appropriate level of either Basic Life Support or Advanced Life Support services. In the event that a dedicated vehicle providing the appropriate level of services is not available, the Dispatcher shall immediately refer the dispatch request to AMR's dispatcher following a mutually agreed upon procedure and AMR's dispatcher shall immediately dispatch the nearest back up vehicle capable of providing the appropriate level of services.
- 6.20 Upon receipt of a dispatch request, the dispatcher shall determine which unit to dispatch. If the two ALS and one BLS unit are available, the dispatcher shall determine whether to send an ALS or BLS unit. The APCO procedures shall be used by the parties.
- 6.30 The Dispatcher in the exercise of his/her judgment may determine that the Advanced Life Support vehicle is needed; the Emergency Medical technicians on the Basic Life Support vehicle at the scene may determine

that the Advanced Life Support vehicle is needed; and medical control at the Newton-Wellesley Hospital may determine that the Advanced Life Support vehicle is needed.

6.40 Notwithstanding the foregoing, after the Dispatcher has requested the Advanced Life Support vehicle, the Emergency Medical Technicians on the Basic Life Support vehicle may determine that there is no need for such service. This crew shall contact the Dispatch and the Dispatcher may exercise his/her judgment to dispatch the dedicated Basic Life Support vehicle to the scene, if it is available. Upon arrival of the dedicated Basic Life Support vehicle, the Advanced Life Support unit would be available for the next response. If the dedicated Basic Life Support vehicle is not available, the patient will be transported by the Advanced Life Support vehicle.

6.50 Once at the scene, the Basic Life Support vehicle or the Advanced Life Support vehicle if the same is needed, shall provide safe transportation of the patient to the designated hospital as that term is defined in Section 14.10.

In the event, a City Police or Fire employee is requested by AMR to drive the vehicle to the hospital, AMR agrees to indemnify and hold harmless the employee and City from any liability arising from such undertaking by said City employee.

6.60 AMR shall provide replacement of medical supplies used by City fire or police personnel at medical calls.

VII. Reports

7.10 AMR shall provide all information concerning the operation of emergency ambulance service in the City of Newton that the Fire Chief requests. Said requests shall not be unreasonable, but may include the following: personnel records, documentation of attendants' current valid training and certification, preventive maintenance records, vehicle registration, and FCC license, OEMS certification and inspection reports, any notices of violation in regard to any of these requirements.

7.20 Whenever a vehicle is dispatched but does not transport a patient, AMR's Emergency Medical Technicians or Paramedics shall immediately report the following information to the Fire Chief or his designee: date, time, location of dispatch, reason for dispatch, reason patient did not require transportation, and time vehicle is available for dispatch to another location.

- 7.30 Whenever a vehicle transports a patient to a designated hospital, AMR's Emergency Medical Technicians or Paramedics shall immediately report the following information to the Fire Chief or his designee: date, time and location of dispatch, names of attendants, identification of vehicle, time of arrival at scene, medical condition of patient, time of departure to hospital, time of arrival at hospital, name and address of designated hospital, and time vehicle is available for dispatch to another location.
- 7.40 AMR shall report to the Fire Chief or his designee all incidents of fire or theft that affect a vehicle within five (5) days of the incident. In addition, AMR shall immediately report all motor vehicle accidents involving a vehicle providing services under this Agreement which result in personal injury, death, or property damage. The report shall be a copy of the approved Registry of Motor Vehicles Operator's Report of a Motor Vehicle Accident.
- 7.50 Whenever a vehicle is dispatched, the Emergency Medical Technicians or Paramedics on said vehicle shall fill out a Quality Assurance form attached to and made part of this Agreement as Exhibit A. At least monthly, AMR shall give to the Medical Director a copy of each such form.
- 7.60 AMR shall furnish the City with a copy of its current written policies and procedures. Such policies shall address the following:
- Certification and recertification of attendants.
 - Duties of transportation including policies relating to delivery of patients to nearest appropriate medical facilities.
 - Non-discrimination.
 - Back-up services.
 - Communications.
 - Stocking of supplies.
 - Sanitary policies.
 - Use of lights and warning signals.
 - Staffing.
 - Conduct.
 - Mechanical failure.
 - Inspection authorities.
- AMR shall furnish the City with an updated copy of these written policies and procedures whenever these policies and procedures are changed.
- 7.70 Monthly meetings shall be held between the City, AMR and the EMS Committee to review emergency ambulance service and performance under this Agreement.

7.80 AMR further agrees that the City Comptroller, employees in the City Comptroller's office and the City's auditors shall have the right to enter AMR's garages and offices and have reasonable access to files during business hours to inspect, monitor and otherwise evaluate the work being provided under this Agreement, to verify the accuracy of the reports submitted pursuant to Section VII and to monitor AMR's compliance with the rates required under Section VIII and the provisions of Section XIII of this Agreement. At the request of the City of Newton, AMR agrees to make available to the City Comptroller, employees in the City Comptroller's office and the City's auditors copies of the run sheets filled out by the Emergency Medical Technicians and Paramedics on each vehicle. Before entering AMR's garages and offices, the City Comptroller, employees of the City Comptroller's office and the City's auditors shall sign a Confidentiality Agreement agreeable to both parties.

7.90 A copy of AMR's credit collection policies are attached to the Agreement. AMR shall provide the City with any changes or new policies.

VIII. Rates

8.10 Except as otherwise provided in this Agreement, AMR may bill a patient for any charge not covered by a third party payor. However, AMR may not receive in return for any emergency service provided under this Agreement, a total payment from a patient and any third party payor in excess of the private rate allowed under the Schedule of Charges attached to and made part of this Agreement as Exhibit B. AMR may, at its option, revise this Schedule of Charges provided AMR submits notice of such revision to the City. Upon notification to the City of a revision of the Schedule of Charges, this agreement shall be amended by replacing the attached Exhibit B with the revised Schedule of Charges. AMR shall also provide the City with its policy on balance billing and any billing protocols, as well as any changes thereto.

8.20 AMR recognizes that an obligation to pay AMR for emergency services provided under this Agreement would represent a true financial hardship for some patients. When AMR becomes aware of such a patient, AMR shall review the circumstances of said hardship on a case-by-case basis for and consider forgiving part of or all of its charges to the patient.

8.30 Notwithstanding anything to the contrary in this Section VIII herein, in the event that AMR transports a patient covered by Medicare, AMR shall receive and accept in return for any emergency services provided under this Agreement, a total payment from Medicare, the patient and any third party payors equal to the maximum allowable charge under Medicare.

IX. Performance Bond

9.10 On or before July 1st of every year in which AMR provides services under the term of this Agreement or any extension thereof, AMR shall submit to the City a performance bond in the amount of \$300,000.00. The form and content of all performance bonds required under this Agreement shall be subject to review by the City and shall be with a surety acceptable to the City. For purposes of said bond, performance shall be construed to include the provision of all emergency services, the preparation and submission of all reports as required by Section VII herein, the provision of access to auditors as provided in Section 7.80 herein, and the preparation of billings for services in accordance with the requirements of this Agreement.

9.20 AMR's failure to furnish said bond shall constitute grounds for the immediate termination of this Agreement, and the City shall make no payments to AMR until such time as the bond is delivered and approved by the City.

X. Indemnification

10.10 AMR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the City, its officers, boards, committees and employees from any and all loss, damage, costs, charges, expenses and claims which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of AMR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. AMR further agrees to release the City from any property damage suffered by AMR which occurs on property owned by the City and to indemnify and hold harmless the City, its officers, boards, committees and employees from any and all loss, damage, costs, charges, expenses and claims which may be made against it or them arising out of physical or personal injury or property damage suffered by its employees which occur on property owned by the City. These indemnifications are not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for AMR under the Worker's Compensation Act, Disability Benefits Act or other employee benefits acts.

10.20 AMR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and agrees that it will indemnify and hold harmless the City, its officers, boards, committees and employees from any and all loss, damage, cost charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default

on the part of the City's policy by either dispatching or requesting AMR to perform emergency ambulance service in hazardous situations and will promptly pay on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the type of damages, compensation or benefits payable by or for AMR under the Worker's Compensation Act, Disability Benefits Act or other employees benefits acts.

XI. Insurance

11.10

AMR shall maintain the following types and amounts of insurance:

Worker's Compensation - Statutory Limits based on the laws of the Commonwealth of Massachusetts

Employers Liability -

Bodily injury by accident - \$100,000 each accident; Bodily injury by disease - \$100,000 each employee; Bodily injury by disease - \$500,000 aggregate.

Automobile Liability Insurance -

Bodily injury - \$1,000,000 each person, \$1,000,000 each accident; Property damage - \$500,000 each accident; excess liability coverage in the minimum amount of \$5,000,000 each occurrence, \$5,000,000, aggregate.

Ambulance Drivers and Attendants Malpractice Insurance -

\$1,000,000 for all accidents and incidents resulting in personal injury, death, or property damage to one or more persons; plus additional coverage in the amount of \$250,000 at a minimum, which applies exclusively to operations provided under this Agreement, provided, however, AMR agrees to maintain a coverage amount in the highest amounts that are commercially reasonable in cost to a maximum of \$6,000,000.

11.20

Prior to July 1st of every year in which AMR provides services under the term of this Agreement or any extension thereof, AMR shall provide the City with a Certificate of Insurance evidencing the above stated insurance coverages. The City shall be named as an additional insured on the \$250,000 Malpractice policy. No vehicle may be used to provide emergency ambulance services under this Agreement on a regular, substitute or back up basis unless the insurance certificate evidences that said vehicle is covered by the motor vehicle liability insurance required under Section 11.10 herein.

XII. Term

12.10

The term of this agreement shall be three years, from July 1, 2006 until June 30, 2009. During the period which is between sixty and one hundred

and twenty days before the end of each year of this agreement, which period shall commence on March 1 of such year, the parties shall meet to determine whether the agreement can be continued at no subsidy for the subsequent year, or whether a Review as set forth in Section 13.40 should be conducted during the first thirty days of this period. In the event that the City and AMR are unable to agree upon the results of a Review under Section 13.40 or the amount of or need for a subsidy, then either party may at its option terminate this Agreement by giving the other party written notice on or before May 1 of such year of its intention to terminate this agreement on June 30 of such year. Such notice period may be waived by mutual written agreement of the parties.

XIII. No Subsidy

- 13.10 AMR shall provide services and equipment as required under this Agreement without cost to the City during the term hereof, unless otherwise mutually agreed by the parties pursuant to Sections 13.40 and 12.10.
- 13.20 AMR shall submit quarterly financial reports to the City showing payment rates and the impact of said rates on revenue.
- 13.30 After July 1, 2006, in the event that there is an increase in the rates that may be charged for patients covered by Medicaid, Medicare, Worker's Compensation, or Blue Cross above the rates set out in Exhibit B, AMR shall notify the Fire Chief in writing of any increase in the rates that may be charged such patients within thirty (30) days of the date AMR first becomes aware of said increase. Said notice shall state the effective date of said increase.
- 13.40 If a material change occurs in the reimbursement rate structure currently relied upon by AMR due to changes in the insurance industry, governmental programs or regulations (i.e., a decrease in third-party reimbursement rates), a Review of the need for a subsidy may be requested by either party by written notice to the other. Such Review shall be undertaken jointly in good faith by AMR and the City during the period which is between ninety and one hundred twenty days before the end of the each year of this agreement, commencing on March 1 of such year. Any adjustment to the subsidy shall be mutually agreed upon by the parties, shall be implemented no sooner than July 1 of such year, and shall not be retroactive.

XIV. Designated Hospital

- 14.10 For purposes of this Agreement, the designated hospital shall be Newton-Wellesley Hospital or such other hospital as may be designated by the City, the patient, the patient's immediate family, or based upon medical necessity, a hospital designated by the Emergency Medical Technicians or Paramedics on the scene or Medical Control at Newton-Wellesley Hospital.

XV. Warranties

- 15.10 AMR warrants and represents that it shall remain ready and able to provide the emergency services required under this Agreement throughout the term of this Agreement. AMR warrants and represents that throughout the term of this Agreement it shall maintain its license to provide the Basic Life Support and Advanced Life Support services required under this Agreement.
- 15.20 AMR understands and agrees that the City must have the emergency services required under this Agreement without interruption throughout the term of this Agreement. AMR therefore represents and warrants that it will maintain its financial stability throughout the term of this Agreement.

XVI. Default

- 16.10 If the City at any time during the term of this Agreement determines that AMR is not in compliance with any of the provisions of this Agreement, the City may notify AMR of this determination in writing. Said written notice shall state the reasons for this determination and shall identify the particular provisions of this Agreement that are at issue. Within seven (7) business days of said written notice, AMR shall come into compliance with the provisions identified in the written notice.
- 16.20 If at the end of said seven (7) day period, the City determines that AMR is still not in compliance, the City may assess AMR liquidated damages in the amount of two hundred and fifty (\$250) dollars per provision for each day thereafter that AMR fails to comply with each such provision.
- 16.30 Notwithstanding anything to the contrary in this Agreement the procedures and liquidated damages set out in Sections 16.10 and 16.20 herein shall not apply to a failure to comply with Section VII.

XVII. Termination

- 17.10 In the event that the City determines at any time during the term of this Agreement that AMR has breached a material provision of this Agreement, that AMR's license to provide Advanced Life Support Services has been or is about to be suspended or revoked or that AMR's financial stability is so precarious as to make imminent a failure to comply with a material provision of this Agreement, the City may at its option

declare AMR in default and terminate this Agreement by giving AMR at least thirty (30) days prior written notice. Said written notice shall specify the reasons for said termination and the effective date of this termination.

- 17.20 In the event that the City exercises its right to terminate this Agreement as provided in Section 17.10, or at the expiration of the term of this Agreement set out in Section 12.10, the City may purchase some or all of the vehicles and defibrillation units provided to the City under this Agreement at their fair market value provided the City gives AMR written notice that it wants to purchase said vehicles and defibrillation units at least thirty (30) days prior to the effective date of the termination of this Agreement or the expiration of the original term of this Agreement as the case may be. Said written notice shall identify the vehicle(s) and defibrillation units that the City intends to purchase. Within fifteen (15) days of receipt of said written notice, AMR and the City shall each choose a dealer/appraiser to determine the market value of each vehicle and defibrillation units. Each of these dealers/appraisers shall assign a market value to each vehicle and defibrillation units within fifteen (15) days of his selection. Within fifteen (15) days after the date that the two dealers/appraisers assign a market value to said vehicle(s) and defibrillation units, the City shall purchase each vehicle and/or defibrillation units at a price per piece of equipment equal to the average of the two market values assigned by the dealers/appraisers for said piece of equipment. Until the City completes the purchase of these vehicle(s) and/or defibrillation units, as provided herein, AMR shall continue to provide emergency ambulance services to the City in accordance with the terms of this Agreement. In the event that the City exercises the option to purchase some or all of the vehicles and/or defibrillation units as provided herein, this Agreement shall terminate on the date the purchase is completed and title to the vehicles passes to the City. Upon termination AMR shall have no further obligations under this Agreement except its obligations under Section 7.80 and Section X of this Agreement.

XVIII. Work Stoppage

- 18.10 In the event that AMR suffers a work stoppage as a result of a strike, job action or other industrial relations dispute or stops performance due to insolvency, AMR shall lease at no cost to the City the vehicles provided to the City under this Agreement, until the work stoppage ends, until the original term of this Agreement expires, or until the City exercises the option to terminate this Agreement provided in Section 17.10 herein, whichever first occurs.

XIX. Communications

- 19.10 AMR shall have and maintain telephone service at each of its garage locations. Said telephone service shall be part of the City's Centrex System. AMR shall bear the full cost of such telephone service. AMR shall also provide at its sole expense a ring-down line connecting police dispatch with AMR's dispatch.

XX. Assignment

- 20.10 This Agreement shall be binding on AMR, its heirs, successors and assigns. Notwithstanding the foregoing, AMR may not assign any of its rights or obligations under this Agreement without the prior written consent of the City.

XXI. Entire Agreement

- 21.10 This Agreement represents the entire agreement between the parties and except as otherwise provided this Agreement may not be amended, modified, or terminated except by a written instrument signed by each party to this Agreement.
- 21.20 AMR and the City recognize that there may be modifications to the requirements in this Agreement pertaining to the provision of emergency ambulance service to the City, which modifications may be beneficial to both AMR and the City. Notwithstanding anything to the contrary in this Agreement, AMR and the City agree that if at any time during the term of this Agreement AMR and the City both determine that it is to their mutual benefit to make any such modifications, AMR and the City may agree in writing, signed by both parties, to implement said modifications for a trial period or for the remainder of the term of this Agreement or any extension thereof.

XXII. Waiver

- 22.10 No failure on the part of either party to notify the other party of any default and no failure on the part of either party to exercise its rights hereunder because of any such default shall prejudice any remedy for any subsequent default; and any waiver by either party of any default shall be limited to the particular instance and shall not operate or be deemed to waive any further default.

XXIII. Severability

- 23.10 The provisions of this Agreement shall be severable, and if any provision shall be held unenforceable by a judicial decision directly binding upon either party the remaining provisions shall, nevertheless, remain in full force and effect.

XXIV. Notice

- 24.10 Any notice that is required to be given or made pursuant to this Agreement or any notice that is given or made shall be deemed given or made when delivered by hand or deposited in the United States mail, first class postage prepaid or by certified or registered mail and addressed as follows:

If to AMR: AMR
4 Tech Circle
Natick, Mass. 01760
Attention: Newton Contract Administrator

If to the City: City of Newton
City Hall
1000 Commonwealth Avenue
Newton, MA 02459
Attention: The Mayor

XXV. Governing Law

- 25.10 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XXVI. Minority Business Enterprise Plan

- 26.10 This Agreement is subject to the City's Minority Enterprise Plan, a copy of which is attached to and made part of this Agreement as Exhibit C.

XXVII. Non-Discrimination

- 27.10 AMR shall not discriminate on the grounds of race, color, religious creed, national origin, sex, age, handicap, ancestry, sexual preference or financial status in any aspect in the provision of ambulance service or in employment.

XXVIII. Financing of Vehicles

- 28.10 In the event that AMR finances the purchase of any or all of the vehicles used to provide emergency ambulance service under this Agreement, the

creditor's rights in said vehicles shall be made subject to the City's rights to purchase and/or lease said vehicles as provided in this Agreement.

XXIX. Arbitration

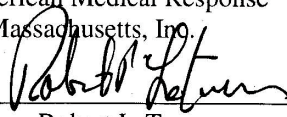
- 29.10 In the event that at any time during the term of this Agreement disputes arise between AMR and the City, either party may request resolution of such dispute through any alternative dispute resolution procedure that the parties can agree upon, including arbitration.

XXX. AED Program

- 30.10 On an as needed basis, AMR shall consult with, be responsive to, and meet all reasonable needs of the City in connection with its public access defibrillation ("AED") program, including but not limited to issues regarding transfer of patient care and other internal procedures, quality improvement and incident review. AMR shall provide ambulance services whenever the AED is utilized and shall provide the City with reasonable follow up information on patient condition.

In witness whereof the parties hereto have signed and sealed this Agreement as of the date first written above.

American Medical Response
of Massachusetts, Inc.

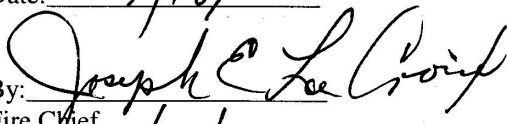
By: 
Robert LaTorracca
Title: East Region CEO

Date: 7/6/06

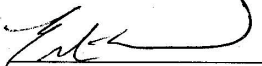
City of Newton

By: 
Chief Administrative Officer


Date: 7/18/06

By: 
Fire Chief
Date: 7/20/06

Approved as to legal form
and character:


Assistant City Solicitor
Date: 7/18/06

Contract Approved


David B. Cohen, Mayor

Date: 7/24/06